



Atty. Dkt. No. 355908-1650

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Anthony E. BOLTON, et al.  
Title: APOPTOTIC ENTITIES FOR USE  
IN TREATMENT OF T-CELL-  
MEDIATED AND  
INFLAMMATORY DISORDERS  
Appl. No.: 09/866,488  
Filing Date: 5/25/2001  
Examiner: M. Yu  
Art Unit: 1642

**TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Your Petitioner, Vasogen Ireland Limited, having its principal place of business at Shannon Airport House, Shannon, County Clare, Ireland, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 09/866,488, filed 25 May 2001, by virtue of an Assignment filed and recorded on 11 October 2001, on Reel/Frame 012247/0661, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent Application No. 09/866,569, filed 25 May 2001, by virtue of an Assignment filed and recorded on 11 October 2001, on Reel/Frame 012247/0787, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX B.

Your Petitioner, Vasogen Ireland Limited, hereby disclaims the terminal part of the term of any patent granted on U.S. Patent Application 09/866,488 which would extend

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beyond the full statutory term, as shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application 09/866,569, and hereby agrees that any patent so granted on U.S. Patent Application 09/866,488 shall be enforceable only for and during such period that the legal title to any patent granted on U.S. Patent Application 09/866,569 shall be the same as the legal title to any patent granted on U.S. Patent Application 09/866,488, this agreement to run with any patent granted on U.S. Patent Application 09/866,488 and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on U.S. Patent Application 09/866,488, prior to the full statutory term of any patent granted on U.S. Patent Application 09/866,569 as defined in 35 U.S.C. §§154-156 and 173, in the event that any patent granted on U.S. Patent Application 09/866,569 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of any patent granted on U.S. Patent Application 09/866,569 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on U.S. Patent Application 09/866,488 that would extend beyond the present termination of any patent granted on U.S. Patent Application 09/866,569, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on U.S. Patent Application 09/866,488 to the extent provided by law.

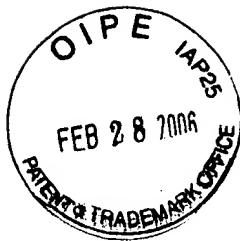
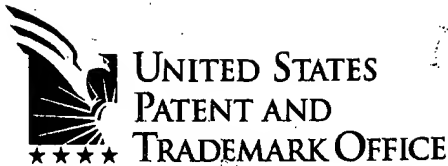
The undersigned (whose title is supplied below) certifies that he is empowered to sign this Terminal Disclaimer on behalf of the assignee, that he has reviewed the Assignments attached as APPENDICES A and B, and to the best of his knowledge and belief, legal title to

U.S. Patent Application 09/866,488 and any patent granted on U.S. Patent Application 09/866,569 rests with Petitioners, Vasogen Ireland Limited. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Date 27 January 2006.

Respectfully submitted,

Kevin Donohue  
VASOGEN IRELAND LIMITED  
By: Kevin Donohue  
Name: DIRECTOR  
Title:



DECEMBER 19, 2001

PTAS  
BURNS, DOANE, SWECKER & MATHIS, L.L.P.  
GERALD F. SWISS, ESQ.  
P.O. BOX 1404  
ALEXANDRIA, VA 22313-1404

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov



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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/11/2001

REEL/FRAME: 012247/0661  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
BOLTON, ANTHONY E.

DOC DATE: 05/25/2001

ASSIGNOR:  
MANDEL, ARKADY

DOC DATE: 05/25/2001

ASSIGNOR:  
SAUDER, DANIEL

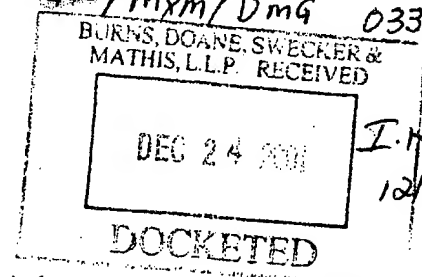
DOC DATE: 05/25/2001

ASSIGNEE:  
VASOGEN IRELAND LIMITED  
SHANNON AIRPORT HOUSE  
SHANNON, COUNTY CLARE, ISRAEL

SERIAL NUMBER: 09866488  
PATENT NUMBER:

FILING DATE: 05/25/2001  
ISSUE DATE:

RECEIVED  
DEC 28 2001  
BURNS, DOANE, SWECKER & MATHIS  
REDWOOD SHORES, CALIFORNIA



VASOGEN INC.  
12/21/01

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I.H.  
12/26/01

012247/C661 PAGE 2

DOROTHY BASMA, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

# ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by ANTHONY E. BOLTON, ARKADY MANDEL, and DANIEL SAUDER, residing at IVY COTTAGE, SHERWOOD ROAD, TIDESWELL, DERBYSHIRE SK1 7HS, UNITED KINGDOM, 277 HIDDEN TRAIL, NORTH YORK, ONTARIO, CANADA M2R 3S7 and 96 MUNRO BOULEVARD, TORONTO, ONTARIO, CANADA M2P 1C4 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in APOPTOTIC ENTITIES FOR USE IN TREATMENT OF T-CELL-MEDIATED AND INFLAMMATORY DISORDERS set forth in an application for Letters Patent of the United States,

- (1) ☐ which is a provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No.      and filed on     ; or
- (2) ☒ which is a non-provisional application
  - (a) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
  - (b) ☒ bearing Application No. 09/866,488, and filed on MAY 25, 2001; or
  - (c) ☐ to be filed; and

WHEREAS, VASOGEN IRELAND LIMITED, a corporation duly organized under and pursuant to the laws of IRELAND and having its principal place of business at SHANNON AIRPORT HOUSE, SHANNON, COUNTY CLARE, IRELAND (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date \_\_\_\_\_ Signature of Assignor Anthony E. Bolton  
Anthony E. Bolton

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_  
Arkady Mandel

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_  
Daniel Sauder

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_

# ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by ANTHONY E. BOLTON, ARKADY MANDEL, and DANIEL SAUDER, residing at IVY COTTAGE, SHERWOOD ROAD, TIDESWELL, DERBYSHIRE SK1 7HS, UNITED KINGDOM, 277 HIDDEN TRAIL, NORTH YORK, ONTARIO, CANADA M2R 3S7 and 96 MUNRO BOULEVARD, TORONTO, ONTARIO, CANADA M2P 1C4 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in APOPTOTIC ENTITIES FOR USE IN TREATMENT OF T-CELL-MEDIATED AND INFLAMMATORY DISORDERS set forth in an application for Letters Patent of the United States,

- (1) ☐ which is a provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. \_\_, and filed on \_\_; or
- (2) ☒ which is a non-provisional application
  - (a) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
  - (b) ☒ bearing Application No. 09/866,488, and filed on MAY 25, 2001; or
  - (c) ☐ to be filed; and

WHEREAS, VASOGEN IRELAND LIMITED, a corporation duly organized under and pursuant to the laws of IRELAND and having its principal place of business at SHANNON AIRPORT HOUSE, SHANNON, COUNTY CLARE, IRELAND (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;



AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date \_\_\_\_\_ Signature of Assignor Anthony E. Bolton  
Anthony E. Bolton

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_  
Arkady Mandel

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_  
Daniel Sauder

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE



DECEMBER 19, 2001

PTAS

BURNS, DOANE, SWECKER, ET AL.  
GERALD F. SWISS, ESQ.  
P.O. BOX 1404  
ALEXANDRIA, VA 22313-1404

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov



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UNITED STATES PATENT AND TRADEMARK OFFICE  
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ASSIGNOR:

BOLTON, ANTHONY E.

DOC DATE: 05/25/2001

ASSIGNOR:

MANDEL, ARKADY

DOC DATE: 05/25/2001

ASSIGNOR:

SAUDER, DANIEL

DOC DATE: 05/25/2001

ASSIGNEE:

VASOGEN IRELAND LIMITED  
SHANNON AIRPORT HOUSE  
SHANNON, COUNTY CLARE, IRAN

SERIAL NUMBER: 09866569  
PATENT NUMBER:

FILING DATE: 05/25/2001  
ISSUE DATE:

033136-185

G/S/MXM/Dmg

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DEC 28 2001

BURNS, DOANE, SWECKER & MATHIS  
REDWOOD SHORES, CALIFORNIA

BURNS, DOANE, SWECKER & MATHIS, L.L.P. RECEIVED
DEC 28 2001
DOCKETED

12/31 → COK VASOGEN INC.

012247/0787 PAGE 2

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

# ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by ANTHONY E. BOLTON, ARKADY MANDEL, and DANIEL SAUDER, residing at IVY COTTAGE, SHERWOOD ROAD, TIDESWELL, DERBYSHIRE SK1 78HS, UNITED KINGDOM, 277 HIDDEN TRAIL, NORTH YORK, ONTARIO, CANADA M2R 3S7 and 96 MUNRO BOULEVARD, TORONTO, ONTARIO, CANADA M2P 1C4 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in APOPTOTIC ENTITIES FOR USE IN TREATMENT OF ENDOTHELIUM DYSFUNCTION DISORDERS set forth in an application for Letters Patent of the United States,

- (1) ☐ which is a provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No.     , and filed on     ; or
- (2) ☒ which is a non-provisional application
  - (a) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
  - (b) ☒ bearing Application No. 09/866,569, and filed on MAY 25, 2001; or
  - (c) ☐ to be filed; and

WHEREAS, VASOGEN IRELAND LIMITED, a corporation duly organized under and pursuant to the laws of IRELAND and having its principal place of business at SHANNON AIRPORT HOUSE, SHANNON, COUNTY CLARE, IRELAND (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

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Date _____	Signature of Assignor	<u>Anthony E. Bolton</u> Anthony E. Bolton
Date _____	Signature of Assignor	<u>Arkady Mandel</u> Arkady Mandel
Date _____	Signature of Assignor	<u>Daniel Sauder</u> Daniel Sauder
Date _____	Signature of Assignor	_____
Date _____	Signature of Assignor	_____
Date _____	Signature of Assignor	_____
Date _____	Signature of Assignor	_____
Date _____	Signature of Assignor	_____

# ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by ANTHONY E. BOLTON, ARKADY MANDEL, and DANIEL SAUDER, residing at IVY COTTAGE, SHERWOOD ROAD, TIDESWELL, DERBYSHIRE SK1 7HS, UNITED KINGDOM, 277 HIDDEN TRAIL, NORTH YORK, ONTARIO, CANADA M2R 3S7 and 96 MUNRO BOULEVARD, TORONTO, ONTARIO, CANADA M2P 1C4 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in APOPTOTIC ENTITIES FOR USE IN TREATMENT OF ENDOTHELIUM DYSFUNCTION DISORDERS set forth in an application for Letters Patent of the United States,

- (1) ☐ which is a provisional application
  - (a) ☐ to be filed herewith; or
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- (2) ☒ which is a non-provisional application
  - (a) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
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  - (c) ☐ to be filed; and

WHEREAS, VASOGEN IRELAND LIMITED, a corporation duly organized under and pursuant to the laws of IRELAND and having its principal place of business at SHANNON AIRPORT HOUSE, SHANNON, COUNTY CLARE, IRELAND (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date _____	Signature of Assignor	<u>Anthony E. Bolton</u> Anthony E. Bolton
Date _____	Signature of Assignor	<u>Arkady Mandel</u> Arkady Mandel
Date _____	Signature of Assignor	<u>Daniel Sauder</u> Daniel Sauder
Date _____	Signature of Assignor	_____
Date _____	Signature of Assignor	_____
Date _____	Signature of Assignor	_____
Date _____	Signature of Assignor	_____
Date _____	Signature of Assignor	_____